

Legally Binding Confidential Disclosure and ownership of Intellectual Property under a Service or Hire Agreement

Between: **Backyard Productions** (the Company, the disclosing party)
and

_____ (the receiving party)

In respect of the Production "**Cinders**"

1. On the understanding that both parties are interested in meeting either physically, or via internet or electronic communication / forums, to consider possible collaboration in developments arising from either party's intellectual property (IP), or general business plans, it is agreed that all information, whether oral, written or otherwise, that is supplied in the course or as a result of so meeting, or cyber meeting and communication, shall be treated as confidential by the receiving party, and not be used without knowledge of either party to circumnavigate the Company in any business matter.
2. The receiving party undertakes not to use the information for any purpose, other than for the purpose of considering the said collaboration, without obtaining the written agreement of the disclosing party. Receiving party also agrees that products / content / ideas / business or social contacts shown by the Company to them will not be bought / copied / sold / bypassed / contacted etc. by them, in any form with regards to the Company IP etc. without consent by the Company. Nor to try to bypass the Company in any deal which is mentioned or covered by this communication, or the ideas replicated and carried out in a similar manner.
3. Any work / idea / storyline / character / plot / concept (not exempt under current IP and copyright laws) manifested during the agreement will become the full IP of the Company. Whilst every effort will be made, the manifestation of such work does not guarantee credit of work in any final production. Both parties may include their contribution as part of a portfolio / show-reel only with the expressed permission of the Company and not normally until the project is completed, abandoned, or legally established in the public domain.
4. This Agreement applies to content, and both technical and commercial information communicated by either party.
5. This Agreement does not apply to any information in the public domain or which the receiving party can show was either already lawfully in their possession prior to its disclosure by the other party or acquired without the involvement, either directly or indirectly, of the disclosing party.
6. Either party to this Agreement shall on request from the other return any documents or items connected with the disclosure, or business, and shall not retain any unauthorised copies or likeness of them.
7. This Agreement, or the supply of information referred to in paragraph 1, does not create any licence, title or interest in respect of any Intellectual Property Rights of the disclosing party.
8. After 5 years from the date hereof each party shall be relieved of all obligations under this Agreement.

Signed: _____

Signed: _____

Name: *Darren Scales*
(For Backyard Productions)

Name: _____

Date: _____

Date: _____

Please complete and return to: **D J Scales, Project MoDEL, Building 67, RAF Northolt, Ruislip, HA4 6NG**